THE CITY OF MINNEAPOLIS

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 82

MEMORANDUM OF AGREEMENT AND UNDERSTANDING REGARDING LAYOFFS

RECITALS

- A. WHEREAS, the City of Minneapolis (hereinafter "Employer") and IAFF Local 82 (hereinafter "Union") are parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in force, and
- B. WHEREAS, the Employer and Union are also parties to an Agreement, executed in April 2009, regarding certain consideration for employees laid off on or before December 31, 2009 (the "Layoff Agreement"); and
- C. WHEREAS, the primary purpose of the Layoff Agreement was to ensure that both the Employer and laid off employees could take advantage of certain financial reimbursements from the federal government; and
- D. WHEREAS, the parties entered into the Layoff Agreement with the understanding that the Employer and laid off employees would qualify for the federal benefits if layoffs were effective on or before December 31, 2009; and
- E. WHEREAS, the parties just recently learned that the layoffs need to become effective as of November 30, 2009, to take full advantage of the federal benefits; and

F. WHEREAS, the Employer has notified members of the Union that they are subject to layoff (the "Affected Employees"); and

G. WHEREAS, the parties desire to achieve the results they originally intended under the Layoff Agreement;

H. NOW THEREFORE, the parties, hereby agree as follows:

AGREEMENT

1. The Affected Employees shall be entitled to all rights and benefits afforded by the Employer to the Employer's other employees laid off as of November 30, 2009; except that the Affected Employee shall be hired back by into the Job Bank as temporary employees.

2. During the period from December 1, 2009 through December 31, 2009, employees of the City's Job Bank may be assigned fire suppression duties provided such employees have the requisite training and previously served as sworn employees of the Minneapolis Fire Department.

3. This Agreement establishes no precedent.

4. The Labor Agreement remains in full force and effect, except as expressly modified herein.

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:

Director, Employer/Employee Relations

Attorney for Union